The Official Assignee, Singapore, suing as Official Assignee of the property of Kader Dad, a bankrupt, brought an action against one S. E. Solomon claiming to recover money due on a bond. The Writ and Statement of Claim were signed on behalf of the Plaintiff by an Assistant Official Assignee.

The Defendant applied to the Court by summons to strike out the Writ and the Statement of Claim on the ground that they were not signed by the Plaintiff or his Solicitor.

A. V. L. Davies for the defendant.

E. N. Taylor, Assistant Official Assignee, for the Plaintiff.

MURISON, C.J., gave an oral judgment to the following effect:—

"Application dismissed with costs, if any. Bankruptcy Rule 269 equates the Assistant Official Assignee with the Official Assignee and Ordinance No. 44 (Bankruptcy) Section 81, gives the Official Assignee power to bring actions on behalf of adjudicated person, which the plaintiff is."

Plaintiff in person.

Solicitors for the Defendant—*Messrs. Aubrey Davies & Co.*

[ORIGINAL CIVIL JURISDICTION]

MURISON, C.J. March 5, 1933.

THE INTERNATIONAL BANKING CORPORATION

vs.

1. QUEK CHENG CHEK,
2. QUEK HONG CHIAM.

[SINGAPORE ORIGINATING SUMMONS No. 222/32]

Practice—Powers of Registrar—Power of Court to delegate appointment of Receiver to Registrar—Civil Procedure Code, S. 815.

Summons in Chambers.

The Plaintiffs claimed a declaration that they were equitable mortgagees of certain immoveable property in the jurisdiction and consequential relief including the appointment of a Receiver of the property, the relevant prayer of the Originating Summons being that "the Registrar do appoint a fit and proper person to be Receiver, &c." On the hearing of the Originating Summons which was unopposed the Court ordered accordingly and subsequently the Registrar appointed a Receiver.

The Plaintiffs being uncertain as to the validity of this order and to cure any possible defect in the appointment applied by way of Summons in Chambers for the appointment of the same person as Receiver.

Storr for the Plaintiffs.

The Court (Murison, C.J.) held that the Court cannot under the Civil Procedure Code delegate to the Registrar power to appoint a Receiver.

Solicitors for the Plaintiffs—*Messrs. Drew & Napier.*

[ORIGINAL CIVIL JURISDICTION]

MURISON, C.J. March 21, 1933.

THE NANYO PRINTING OFFICE

vs.

THE LINOTYPE & MACHINERY, LIMITED.

[SINGAPORE CIVIL SUIT No. 859/32]

Agreement under seal—Purchase of printing machine by instalments—Purchase money payable in "dollars (Gold)"—Meaning of expression "dollars (Gold)"—Method of ascertaining rate of exchange into Straits Settlements currency.

Plaintiffs and Defendants executed an agreement under seal for the sale by the Defendants to the Plaintiffs of a Linotype Machine for $4,550 (Gold), the Plaintiffs paying $1,137.50 (Gold) on the execution of the agreement, the balance $3,412 (Gold) by 36 instalments. Plaintiffs claimed that all payments under this agreement should be at the fixed rate of 56 cents U.S. Currency to $1 Straits Settlements Currency, which represents parity. The Defendants contended that payment was to be in U.S. Currency at the current rate ruling on such date in Singapore as the payment had to be made.

Spencer Wilkinson for Plaintiffs.

Knowles for Defendants.

MURISON, C.J., delivered an oral Judgment. The material passage of the formal Judgment is as follows:—

"This Court doth declare that the expression Dollars Gold contained in the Agreement under seal referred to in the Statement of Claim herein refers to the Currency of the United States of America and that all payments due or to become due from the Plaintiffs to the Defendants under the said Agreement are or were payable in the said currency at the current rate ruling upon such date in Singapore as the said payment should have been made."

Solicitors for Plaintiffs—*Donaldson and Burkinshaw.*

Solicitors for Defendants—*Braddell Brothers.*